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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CHEYENNE FONG, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

THE SPORTS BASEMENT, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 3:24-cv-02116-VC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff Chase Bettis (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action was originally brought in the Superior Court for the County of San Francisco pursuant to the California Code of Civil Procedure section 382. This Court has asserted jurisdiction over this action pursuant to 28 U.S.C. §§ 1367(a) 1441(a).

2. Upon information and belief, Defendant The Sports Basement, Inc. is a California corporation doing business in California, and at all times hereinafter mentioned, has employers whose employees are engaged throughout this District and throughout the State of California. Defendant maintains offices, have agents, and are licensed to transact and do transact business in this District.

PARTIES

3. Plaintiff Chase Bettis is an individual residing in the State of California, County of Sacramento.

4. Defendant THE SPORTS BASEMENT, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation headquartered in the State of California, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California.

5. At all relevant times, Defendant THE SPORTS BASEMENT, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

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1 6. At all times herein relevant, Defendant THE SPORTS BASEMENT, INC. and
2 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
3 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
4 assigns, each of the other, and at all times relevant hereto were acting within the course and
5 scope of their authority as such agents, partners, joint venturers, joint employers,
6 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and
7 all acts or omissions alleged herein were duly committed with the ratification, knowledge,
8 permission, encouragement, authorization, and consent of each defendant designated herein.

9 7. The true names and capacities, whether corporate, associate, individual or
10 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
11 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
12 information and belief alleges, that each of the Defendants designated as a DOE is legally
13 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
14 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
15 Plaintiff will seek leave of court to amend this Complaint to show the true names and
16 capacities when the same have been ascertained.

17 8. Defendant THE SPORTS BASEMENT, INC. and DOES 1 through 100 will
18 hereinafter collectively be referred to as “Defendants.”

19 9. Plaintiff further alleges that Defendants directly or indirectly controlled or
20 affected the working conditions, wages, working hours, and conditions of employment of
21 Plaintiff and the other class members so as to make each of said Defendants and employers
22 liable under the statutory provisions set forth herein.

23 **CLASS ACTION ALLEGATIONS**

24 10. Plaintiff brings this action individually and on behalf of all other members of the
25 general public similarly situated, and, thus, seeks class certification under Rule 23(a) and Rule
26 23(b)(3) of the Federal Rules of Civil Procedure.

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1 11. The proposed class is defined as follows:

2 All current and former hourly-paid or non-exempt employees of Defendants
3 within the State of California, excluding Presidio of San Francisco, at any time
4 during the period from four years preceding the filing of this Complaint to final
5 judgment.

6 12. Plaintiff reserves the right to establish subclasses as appropriate.

7 13. The class is ascertainable and there is a well-defined community of interest in
8 the litigation:

9 a. Numerosity: The class members are so numerous that joinder of all class
10 members is impracticable. The membership of the entire class is
11 unknown to Plaintiff at this time; however, the class is estimated to be
12 greater than fifty (50) individuals and the identity of such membership is
13 readily ascertainable by inspection of Defendants' employment records.

14 b. Typicality: Plaintiff's claims are typical of all other class members'
15 claims as demonstrated herein. Plaintiff will fairly and adequately protect
16 the interests of the other class members with whom Plaintiff has a well-
17 defined community of interest.

18 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
19 each class member, with whom Plaintiff has a well-defined community
20 of interest and typicality of claims, as demonstrated herein. Plaintiff has
21 no interest that is antagonistic to the other class members. Plaintiff's
22 attorneys, the proposed class counsel, are versed in the rules governing
23 class action discovery, certification, and settlement. Plaintiff has
24 incurred, and during the pendency of this action will continue to incur,
25 costs and attorneys' fees, that have been, are, and will be necessarily
26 expended for the prosecution of this action for the substantial benefit of
27 each class member.

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1 d. Superiority: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation because individual joinder
3 of all class members is impractical.

4 e. Public Policy Considerations: Certification of this lawsuit as a class
5 action will advance public policy objectives. Employers of this great
6 state violate employment and labor laws every day. Current employees
7 are often afraid to assert their rights out of fear of direct or indirect
8 retaliation. However, class actions provide the class members who are
9 not named in the complaint anonymity that allows for the vindication of
10 their rights.

11 14. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members. The following common
13 questions of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants' failure to pay wages, without abatement or
15 reduction, in accordance with the California Labor Code, was willful;

16 b. Whether Defendants failed to pay their hourly-paid or non-exempt
17 employees within the State of California, excluding Presidio of San
18 Francisco, for all hours worked;

19 c. Whether Defendants required Plaintiff and the other class members to
20 work over eight (8) hours per day and/or over forty (40) hours per week
21 and failed to pay the legally required overtime compensation to Plaintiff
22 and the other class members;

23 d. Whether Defendants properly calculated the regular rate for Plaintiff and
24 the other class members who worked overtime and earned incentive pay;

25 e. Whether Defendants failed to provide Plaintiff and the other class
26 members legally mandated meal and/or rest periods and failed to
27 compensate them the related premium wages pursuant to California
28 Labor Code section 226.7(c);

- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
4 class members within the required time upon their discharge or
5 resignation;
- 6 h. Whether Defendants complied with wage reporting as required by the
7 California Labor Code, including, *inter alia*, section 226;
- 8 i. Whether Defendants failed to reimburse Plaintiff and the other class
9 members for necessary business-related expenses and costs;
- 10 j. Whether Defendants' conduct was willful or reckless;
- 11 k. Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code sections 17200, *et seq.*;
- 13 l. The appropriate amount of damages, restitution, and/or monetary
14 penalties resulting from Defendants' violation of California law; and
- 15 m. Whether Plaintiff and the other class members are entitled to
16 compensatory damages pursuant to the California Labor Code.

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15. Class certification of the First through Eighth causes of action is appropriate pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure because the aforementioned questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' common and uniform policies and practices have unlawfully denied Plaintiff and the other class members of wages for all hours worked and overtime compensation, have denied them meal period premiums for all meal periods that were not provided in compliance with the applicable Industrial Welfare Commission ("IWC") Wage Order and California Labor Code, have denied them rest period premiums for all rest periods that were not provided in compliance with the applicable IWC Wage Order and California Labor Code, have denied them minimum wages, have denied them timely payment of their wages upon termination and during employment, have denied them of accurate wage statements and payroll records in compliance with the California Labor Code, and have denied them from getting reimbursed for necessary business related expenses. The damages suffered by individual class members are relatively small compared to the expense and burden of individual prosecution of this litigation. For this reason, as well as the fact that class members currently employed by Defendants may fear direct or indirect retaliation from Defendants for prosecuting an action against Defendants, the class members' interests in individually controlling the prosecution of this action is minimal. In addition, a class action in this forum is desirable as it will eliminate the risk of inconsistent rulings regarding the legality of Defendants' policies, practices, and procedures. Managing this case as a class action will not present difficulties as the parties can utilize approved methods of random statistical sampling and expert testimony at trial.

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1 16. Once class certification is granted, Plaintiff shall send notice to all members of the
2 class consistent with the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure.
3 Specifically, Plaintiff will submit a proposed notice to the Court for its approval, stating (i) the
4 nature of this action, (ii) the definition of the class certified, (iii) the class claims, issues, or
5 defenses, (iv) that a class member may enter an appearance through an attorney if the member
6 so desires, (v) that the Court will exclude from the class any member who requests exclusion,
7 (vi) the time and manner for requesting exclusion, and (vii) the binding effect of a class judgment
8 on class members under Rule 23(c)(3).

9 **GENERAL ALLEGATIONS**

10 17. During the relevant time period set forth herein, Defendants employed Plaintiff
11 and other persons as hourly-paid or non-exempt employees within the State of California.

12 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-
13 exempt employee during the relevant time period in the State of California, County of San
14 Francisco.

15 19. Defendants had the authority to hire and terminate Plaintiff and the other class
16 members; to set work rules and conditions governing Plaintiff's and other class members'
17 employment; and to supervise their daily employment activities.

18 20. Defendants exercised sufficient authority over the terms and conditions of
19 Plaintiff's and other class members' employment for them to be joint employers of Plaintiff
20 and the other class members.

21 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other
22 class members.

23 22. Defendants continue to employ hourly-paid or non-exempt employees within the
24 State of California.

25 23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
26 forty (40) hours in a week during their employment with Defendants.

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1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
3 or non-exempt employees within the State of California. This scheme involved, *inter alia*,
4 failing to pay them for all hours worked, and failing to provide legally mandated meal and rest
5 breaks or pay related premium wages in lieu thereof, in violation of California law.

6 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 certain wages for overtime compensation and that Plaintiff and the other class members were
9 not receiving wages for overtime compensation.

10 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed to provide Plaintiff and the other class members the required meal and rest periods
12 during the relevant time period as required under the Industrial Welfare Commission ("IWC")
13 Wage Orders and thus they are entitled to any and all applicable penalties.

14 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
17 and the other class members' regular rate of pay when a meal period was missed, late or
18 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
19 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
20 period was missed.

21 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and other class members were entitled to receive all
23 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's
24 and the other class members' regular rate of pay when a rest period was missed, late or
25 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
26 payment of one additional hour of pay at their regular rate of pay when a rest period was
27 missed.

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1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 at least minimum wages for compensation and that Plaintiff and the other class members were
4 not receiving at least minimum wages for all hours worked.

5 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 the wages owed to them upon discharge or resignation, including overtime and minimum
8 wages and meal and rest period premiums, and that Plaintiff and the other class members did
9 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 their wages within a specified time period during their employment, and that Plaintiff and the
13 other class members did not, in fact, receive such wages within the specified time period
14 during their employment.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact,
18 Plaintiff and the other class members did not receive complete and accurate wage statements
19 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number
20 of hours worked by Plaintiff and the other class members.

21 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiff and the other class members in accordance with California law, but, in fact, did
24 not keep complete and accurate payroll records for Plaintiff and the other class members.

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to
27 reimbursement for necessary business-related expenses.

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1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiff and the other class
3 members pursuant to California law, and that Defendants had the financial ability to pay such
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
5 represented to Plaintiff and the other class members that they were properly denied wages, all
6 in order to increase Defendants' profits.

7 36. During the relevant time period set forth herein, Defendants failed to pay
8 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
9 other class members were required to work more than eight (8) hours per day and/or more
10 than forty (40) hours per week without overtime compensation.

11 37. During the relevant time period set forth herein, Defendants failed to provide the
12 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
13 members.

14 38. During the relevant time period set forth herein, Defendants failed to pay
15 Plaintiff and the other class members at least minimum wages for all hours worked.

16 39. During the relevant time period set forth herein, Defendants failed to pay
17 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

18 40. During the relevant time period set forth herein, Defendants failed to pay
19 Plaintiff and other class members wages within a specified time period during their
20 employment.

21 41. During the relevant time period set forth herein, Defendants failed to provide
22 complete or accurate wage statements to Plaintiff and the other class members.

23 42. During the relevant time period set forth herein, Defendants failed to keep
24 complete or accurate payroll records o Plaintiff and other class members.

25 43. During the relevant time period set forth herein, Defendants failed to reimburse
26 Plaintiff and the other class members for necessary business-related expenses.

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44. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)

46. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 45, and each and every part thereof with the same force and effect as though fully set forth herein.

47. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

49. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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1 50. California Labor Code section 510 codifies the right to overtime compensation
2 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
3 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
4 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
5 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
6 of work.

7 51. During the relevant time period set forth herein, Plaintiff and the other class
8 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
9 a week.

10 52. During the relevant time period set forth herein, Defendants intentionally and
11 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

12 53. Defendants' failure to pay Plaintiff and the other class members the unpaid
13 balance of overtime compensation, as required by California laws, violates the provisions of
14 California Labor Code sections 510 and 1198, and is therefore unlawful.

15 54. Pursuant to California Labor Code section 1194, Plaintiff and the other class
16 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
17 attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 226.7 and 512(a))**

20 **(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)**

21 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 54, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 56. During the relevant time period set forth herein, the IWC Wage Order and
25 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other
26 class members' employment by Defendants.

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1 57. During the relevant time period set forth herein, California Labor Code section
2 226.7 provides that no employer shall require an employee to work during any meal or rest
3 period mandated by an applicable order of the California IWC.

4 58. During the relevant time period set forth herein, the applicable IWC Wage Order
5 and California Labor Code section 512(a) provide that an employer may not require, cause or
6 permit an employee to work for a work period of more than five (5) hours per day without
7 providing the employee with a meal period of not less than thirty (30) minutes, except that if
8 the total work period per day of the employee is no more than six (6) hours, the meal period
9 may be waived by mutual consent of both the employer and employee.

10 59. During the relevant time period set forth herein, the applicable IWC Wage Order
11 and California Labor Code section 512(a) further provide that an employer may not require,
12 cause, or permit an employee to work for a work period of more than ten (10) hours per day
13 without providing the employee with a second uninterrupted meal period of not less than thirty
14 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
15 second meal period may be waived by mutual consent of the employer and the employee only
16 if the first meal period was not waived.

17 60. During the relevant time period set forth herein, Plaintiff and the other class
18 members who were scheduled to work for a period of time no longer than six (6) hours, and
19 who did not waive their legally-mandated meal periods by mutual consent, were required to
20 work for periods longer than five (5) hours without an uninterrupted meal period of not less
21 than thirty (30) minutes and/or without a rest period.

22 61. During the relevant time period set forth herein, Plaintiff and the other class
23 members who were scheduled to work for a period of time no longer than twelve (12) hours,
24 and who did not waive their legally-mandated meal periods by mutual consent, were required
25 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
26 than thirty (30) minutes and/or without a rest period.

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1 62. During the relevant time period set forth herein, Plaintiff and the other class
2 members who were scheduled to work for a period of time in excess of six (6) hours were
3 required to work for periods longer than five (5) hours without an uninterrupted meal period
4 of not less than thirty (30) minutes and/or without a rest period.

5 63. During the relevant time period set forth herein, Plaintiff and the other class
6 members who were scheduled to work for a period of time in excess of twelve (12) hours were
7 required to work for periods longer than ten (10) hours without an uninterrupted meal period
8 of not less than thirty (30) minutes and/or without a rest period.

9 64. During the relevant time period set forth herein, Defendants intentionally and
10 willfully required Plaintiff and the other class members to work during meal periods and failed
11 to compensate Plaintiff and the other class members the full meal period premium for work
12 performed during meal periods.

13 65. During the relevant time period set forth herein, Defendants failed to pay
14 Plaintiff and the other class members the full meal period premium due pursuant to California
15 Labor Code section 226.7.

16 66. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7 and 512(a).

18 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employee's regular rate of compensation for each workday that
21 the meal period was not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)**

25 68. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 67, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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69. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

70. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

72. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

73. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

74. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

75. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)

77. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 76 and each and every part thereof with the same force and effect as though fully set forth herein.

78. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

79. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194 and 1197.

80. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 83. During the relevant time period set forth herein, California Labor Code sections
2 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
3 at the time of discharge are due and payable immediately, and if an employee quits their
4 employment, their wages shall become due and payable not later than seventy-two (72) hours
5 thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to
6 quit, in which case the employee is entitled to their wages at the time of quitting.

7 84. During the relevant time period set forth herein, Defendants intentionally and
8 willfully failed to pay Plaintiff and the other class members who are no longer employed by
9 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
10 Defendants' employ.

11 85. Defendants' failure to pay Plaintiff and the other class members who are no
12 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
13 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
14 202.

15 86. California Labor Code section 203 provides that if an employer willfully fails to
16 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
17 shall continue as a penalty from the due date thereof at the same rate until paid or until an
18 action is commenced; but the wages shall not continue for more than thirty (30) days.

19 87. Plaintiff and the other class members are entitled to recover from Defendants the
20 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum
21 as provided by Labor Code section 203.

22 **SIXTH CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226(a))**

24 **(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)**

25 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 87, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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1 89. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of their employees an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
5 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
8 only the last four digits of their social security number or an employee identification number
9 other than a social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee. The deductions
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
13 showing the month, day, and year, and a copy of the statement and the record of the deductions
14 shall be kept on file by the employer for at least three years at the place of employment or at
15 a central location within the State of California.

16 90. Defendants have intentionally and willfully failed to provide Plaintiff and the
17 other class members with complete and accurate wage statements. The deficiencies include
18 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
19 other class members.

20 91. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiff and the other class members have suffered injury and damage to their statutorily
22 protected rights.

23 92. More specifically, Plaintiff and the other class members have been injured by
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because
25 they were denied both their legal right to receive, and their protected interest in receiving,
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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1 93. Plaintiff and the other class members are entitled to recover from Defendants the
2 greater of their actual damages caused by Defendants' failure to comply with California Labor
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
4 employee.

5 94. Plaintiff and the other class members are also entitled to injunctive relief to
6 ensure compliance with this section, pursuant to California Labor Code section 226(h).

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)**

10 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 94, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 96. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of their job duties or in direct consequence of their obedience to
16 the directions of the employer.

17 97. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
18 other class members for all necessary business-related expenses and costs. Plaintiff and the other
19 class members are entitled to recover from Defendants their business-related expenses and costs
20 incurred during the course and scope of their employment, plus interest accrued from the date
21 on which the employee incurred the necessary expenditures at the same rate as judgments in
22 civil actions in the State of California.

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

25 **(Against THE SPORTS BASEMENT, INC. and DOES 1 through 100)**

26 98. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 97, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 99. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiff, the other class members, the general public, and
3 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the
4 public interest within the meaning of Code of Civil Procedure section 1021.5.

5 100. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code sections 17200, *et seq.*

8 101. A violation of California Business & Professions Code sections 17200, *et seq.*
9 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
10 policy and practice of requiring Plaintiff and the other class members work overtime hours
11 without paying them proper compensation violate California Labor Code sections 510 and
12 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class
13 members to work through their meal and rest periods without paying them proper
14 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
15 Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class
16 members violate California Labor Code sections 201 and 202. Defendants also violated
17 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

18 102. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 103. Plaintiff and the other class members have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 104. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiff and the other class members are entitled to restitution of the wages withheld and
25 retained by Defendants during a period that commences four years prior to the filing of this
26 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
27 1021.5 and other applicable laws; and an award of costs.

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1 **DEMAND FOR JURY TRIAL**

2 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, individually,
3 and on behalf of other members of the general public similarly situated, requests a trial by
4 jury.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
7 general public similarly situated, prays for relief and judgment against Defendants, jointly and
8 severally, as follows:

9 **Class Certification**

- 10 1. That this action be certified as a class action;
11 2. That Plaintiff be appointed as representative of the Class;
12 3. That counsel for Plaintiff be appointed as Class Counsel; and
13 4. That Defendants provide to Class Counsel immediately the names and most
14 current contact information (address, e-mail and telephone numbers) of all class members.

15 **As to the First Cause of Action**

- 16 5. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
18 pay all overtime wages due to Plaintiff and the other class members;

- 19 6. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

- 21 7. For pre-judgment interest on any unpaid overtime compensation commencing
22 from the date such amounts were due;

- 23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and

- 25 9. For such other and further relief as the Court may deem just and proper.

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As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the Court may deem just and proper.

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As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, and failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code sections 201 and 202.

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1 46. For restitution of unpaid wages to Plaintiff and other class members and all pre-
2 judgment interest from the day such amounts were due and payable;

3 47. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business & Professions Code sections 17200,
6 *et seq.*;

7 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 49. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business & Professions Code sections 17200, *et seq.*; and

11 50. For such other and further relief as the Court may deem just and proper.

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13 Dated: June 12, 2024

JUSTICE LAW CORPORATION

14
15 By: /s/ Brian Jeong

16 Douglas Han
17 Shunt Tatavos-Gharajeh
18 Christopher Petersen
19 Brian Jeong

Attorneys for Plaintiff